

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/199

TITLE: The Anglican Cemetery Trust Necropolis Enterprise Agreement 2003

I.R.C. NO: IRC3/3912

DATE APPROVED/COMMENCEMENT: 12 August 2003

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/111

GAZETTAL REFERENCE: 7 November 2003

DATE TERMINATED:

NUMBER OF PAGES: 22

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to cemetery and crematorium employees of The Anglican Cemetery Trust Necropolis who fall within the coverage of the Cemetery & Crematoria Employees (State) Award

PARTIES: The Anglican Cemetery Trust Necropolis -&- The Funeral and Allied Industries Union of New South Wales Branch

THE ANGLICAN CEMETERY TRUST NECROPOLIS ENTERPRISE AGREEMENT 2003

An ENTERPRISE AGREEMENT made this in accordance with the provisions of Chapter 2, Part 2 of the *New South Wales Industrial Relations Act, 1996* between the Anglican Cemetery Trust Necropolis, located at Hawthorne Avenue, Rookwood Cemetery, Lidcombe, 2141 and the Funeral and Allied Industries Union of New South Wales to regulate the following terms and conditions of employment.

It is agreed by the parties as follows:

1. Title of Agreement

This Agreement shall be known as the Anglican Cemetery Trust Necropolis Enterprise Agreement, 2003.

2. Arrangement

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3. Definitions

For the purpose of this Agreement the following definitions shall apply:

"Agreement" shall mean the Anglican Cemetery Trust Necropolis Enterprise Agreement, 2000.

"Employee" or "Employees" shall mean a person or persons employed by the Anglican Cemetery Trust Necropolis, pursuant to the Cemetery and Crematoria Employees (State) Award.

"Employer" or "Trust" shall mean the Anglican Cemetery Trust Necropolis.

"Full-Time Employee" shall mean an Employee engaged and paid as such and who works an average of 38 ordinary hours per week.

"Casual Employee" shall mean an Employee engaged and paid as such.

"Part-Time Employee" shall mean an Employee engaged and paid as such and who is required to work a constant number of ordinary hours, being less than those worked by full-time Employees.

"Parent Award" shall mean the Cemetery and Crematoria Employees (State) Award.

"The Act" shall mean the *New South Wales Industrial Relations Act, 1996*.

"Washing Up" means where an Employee carries out personal ablutions which shall include showering and washing of hands.

4. Scope of the Agreement

This Agreement shall apply to all Employees (as defined in Clause 31 - Wages) of the Employer who are employed pursuant to the Parent Award.

5. Purpose of the Agreement

The purpose of this Agreement is to formalise existing conditions including over award payments and to establish defined guidelines for the effective operation of the Enterprise and to bring about gradual change.

6. Date and Period of Operation

This Agreement shall operate from the date of Approval by the Commission and shall remain in force for a period of 36 months thereafter. Any further renewal of this Agreement will be considered in light of the progress that has been made toward improved work practices and the more flexible operation of hours of work.

7. Relationship to Parent Award

This Agreement shall regulate wholly the conditions of employment of Employees employed by the Employer.

8. Duress

This Agreement was not entered into under duress by any party to it.

9. Payment of Wages

- 9.1 All Employees shall be paid weekly on a day nominated by the Employer.
- 9.2 All wages shall be paid by Electronic Funds Transfer into an account of a Financial Institution nominated by the Employee.

10. Termination of Employment

- 10.1 The employer may terminate the employment of an employee by giving the following notice:

up to one (1) year of service	1 week notice
between one (1) and three (3) years of service	2 weeks notice
between three (3) and five (5) years of service	3 weeks notice
over five (5) years of service	4 weeks notice

The above period of notice is increased by one (1) week if the employee is over forty-five (45) years of age and has completed at least two (2) years continuous service.

- 10.2 The employee may terminate their employment by the giving of one week’s notice or forfeiture of one week’s pay in lieu of notice, as the case may be.
- 10.3 By mutual agreement between the parties the notice requirements referred to 10.1 above may be waived.
- 10.4 Where the notice stipulated in subclause 10.3 is not given, payment in lieu of notice or forfeiture of pay in lieu of notice shall occur.
- 10.5 Where an employee is guilty of misconduct, nothing shall effect the right of the Trust to dismiss the employee without notice.

11. Casual Employment

- 11.1 Where an Employee is engaged as a Casual Employee, such Employee shall be paid an hourly rate equal to the appropriate weekly rate prescribed by Clause 31 - Wages of this Agreement divided by 38.
- 11.2 In addition to the hourly rate prescribed in 11.1 above, a Casual Employee shall be entitled to a 15% casual loading.
- 11.3 The loading prescribed in 11.2 above shall be paid to compensate Casual Employees for the lack of benefits which full-time and part-time Employees are entitled to and for the fact that no further work can be guaranteed after each start.
- 11.4 In addition to the loading prescribed in 11.2 above, casual Employees shall be entitled to 1/12 pro-rata holiday pay pursuant to the *Annual Holidays Act, 1944*.
- 11.5 Casual Employees shall be paid a minimum engagement of 4 hours for each start.

12. Part-Time Employment

- 12.1 Where an Employee is engaged on a part-time basis, such Employee shall be paid at the rate of 1/38th of the base weekly rate for the classification in which they are employed.
- 12.2 A part-time Employee shall be entitled to the same conditions of employment prescribed by this Agreement that a full-time Employee is entitled to, provided that a part-time Employee shall only be entitled to such conditions of employment on a proportionate basis, as a part-time Employee’s ordinary hours of work bear to a full-time Employee’s ordinary hours of work.

13. Sick Leave

- 13.1 A weekly Employee who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or incapacity, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance up to a maximum of twelve (12) days pay in any year of service with the same Employer, provided that he/she shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.
- 13.2 He/she shall, as soon as reasonably practicable, and in any case within twenty four (24) hours of the commencement of such absence, inform the Employer of their inability to attend for duty and as far as possible, state the nature of their illness or injury and the estimated duration of the incapacity.
- 13.3 He/she shall furnish to the Employer such evidence as the Employer may desire that he/she was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed; provided that a Doctor's Certificate shall not be required for the first single day's absence in each sick leave year.
- 13.4 Notwithstanding the above, an Employee may be required to produce a Doctor's Certificate for any absence occurring the working day before or the working day after a Recreational Day Off.

Where an Employee is absent from employment on the working day or part of the working day immediately preceding or immediately following:

a Holiday or Holidays prescribed by Clause 18 - Public Holidays; or

a period of Annual Leave during which a Holiday or Holidays occur,

without reasonable excuse, the Employer's consent, or such other evidence as the Employer may require, the Employee shall not be entitled to payment for such Holiday or Holidays.

- 13.5 An employee's sick leave entitlement will accumulate from year to year to a maximum of 20 days. Employees upon each anniversary will have none, some or all of their accumulated sick leave entitlement paid out based on the following:
- (1) Where 6 or less sick leave days are still owing in any year's entitlement, that employee is required to allow this to accumulate to the next year.*
 - (2) Where 6 or more sick leave days are still owing in any year's entitlement, that employee will have the days owing above 6 days paid out. The 6 remaining sick leave days that are still owing in that year's entitlement will accumulate to the next year.*
- * Provided that employees cannot at any point have more than 20 sick leave days accumulated. If, upon an anniversary, an employee's sick leave entitlement for that year will take an employee's accumulated sick leave days above the stated 20 days, then the balance will be paid out, so that there will not be more than 20 days.
- 13.6 Provided further, that where an Employee intends to take sick leave, it shall first be taken from the amount of days specified in 13.1.
- 13.7 Payment for accumulated sick leave shall be at the ordinary weekly rate prescribed by this Agreement for the classification in which the Employee was employed at the end of the immediate preceding year.
- 13.8 Except as provided by 13.5 above, payment of the cash value of unused sick leave shall not be made.
- 13.9 For the purpose of 13.1 above, service before the date of coming into force of this Agreement shall be counted as service.

14. Hours of Work

- 14.1 The ordinary hours of work shall not be more than an average of thirty-eight (38) hours per week. For all Employees covered by this Agreement, the ordinary hours of work shall be worked as eight (8) ordinary hours each Monday to Friday inclusive, between the hours of 6.00 a.m. and 6.00 p.m.
- 14.2 Any time spent washing up shall be carried out where necessary after an Employee's normal finishing time and such time shall not count as time worked.

15. Rest Pause

- 15.1 A rest pause of not more than twenty (20) minutes shall be taken in the morning at a time mutually agreed to by the Employer and the Employee and shall be permitted without deduction of pay.
- 15.2 Any time spent washing up shall be inclusive of the rest pause prescribed in subclause 15.1 above.

16. Meal Break

- 16.1 Employees shall not work longer than five (5) hours without a meal break of not less than 35 minutes nor more than one hour except where up to six hours may be worked without a break for a meal where a casual Employee or a part-time Employee is engaged to work no more than six hours in any one day.
- 16.2 Any time spent washing up shall be inclusive of the rest pause prescribed in subclause 16.1 above.

17. Overtime

- 17.1 Overtime shall be paid for all work performed outside the commencing and ceasing times of the ordinary hours of labour or in excess of the ordinary daily hours of labour prescribed by Clause 14 - Hours of Work.
- 17.2 Overtime shall be paid at the rate of time and a half for the first two hours and double time thereafter for the actual time worked.
- 17.3 When required by the Employer, Employees will perform reasonable overtime including work on Saturday, Sunday and/or Public Holidays, where necessary.
- 17.4 Work carried out on a Public Holiday as set out in Clause 18 - Public Holidays or on a Sunday shall be paid at the rate of double time with a minimum payment of four (4) hours.
- 17.5 In computing overtime, each day's work shall stand alone.
- 17.6 The penalty rates prescribed by this clause shall be paid inclusive of an Employee's ordinary time rate of pay. Such penalty rates shall not be paid in addition to an Employee's ordinary time rate of pay.
- 17.7 Time Off In Lieu of Payment For Overtime
 - 17.7.1 An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.
 - 17.7.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - 17.7.3 An Employer shall, if requested by an Employee, provide payment, at the rate provided for the payment of overtime in accordance with this clause, for any overtime worked under paragraph 17.7.1 of this subclause where such time has not been taken within four weeks of accrual.

Notwithstanding anything contained elsewhere in this subclause, on notice from the Employer, an Employee must elect within six months of accrual, whether to take overtime worked under 17.7.1 above as an overtime payment or as time off work at the ordinary time rate of pay.

17.8 Make-Up Time

An Employee may elect, with the consent of their Employer, to work "make-up time", under which the Employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award, at the ordinary rate of pay.

18. Public Holidays

- 18.1 The following days shall be Holidays and shall be closed and free from Burial work. New Year's Day, Australia Day, Good Friday, Anzac Day, Queens Birthday, Eight Hour Day, Christmas Day and Boxing Day.
- 18.2 Burials will be permitted on Easter Saturday and Easter Monday up until 12.00 midday. Employees working on such days shall not commence work later than 8.00 a.m..

19. Union Meetings

Clause 27 - Union Meetings of the Parent Award shall not apply to Employees covered by this Agreement.

20. Concessional Day

Employees covered by this Agreement shall not be entitled to the single Concessional Day as detailed in paragraph (a) of subclause (I) of Clause 11 - Holidays of the Parent Award.

21. Recreational Days

- 21.1 Employees covered by this Agreement shall be entitled to twelve (12) Recreational Days per year. Such days shall be taken on a Monday or a Friday, on a day to suit the requirements of the Employer and within the month the day falls due.
- 21.2 Recreational days shall accrue on the basis of one day over a four week cycle. Recreational Days will accrue for each day worked but shall not include periods of Annual Leave or any other form of leave whether or not such other form of leave is paid or unpaid.
- 21.3 Where an Employee requests to work on a Recreational Day, the following conditions shall apply:
- 21.3.1 The Employee may only work on a Recreational Day where approval to do so has been given by the Employer.
- 21.3.2 The Employee will forfeit the right to take the Recreational Day as a day off.
- 21.3.3 The Employee shall be paid at the rate of double time in lieu of physically taking the Recreational Day as a day off work.
- 21.3.4 The rate referred to in 21.3.3 above, shall be regarded as a payment for ordinary hours of work and shall be inclusive of an Employee's ordinary time rate of pay. Such rate shall not be paid in addition to an Employee's ordinary weekly time rate of pay.

22. Annual Leave

See *Annual Holidays Act, 1944*.

- 22.1 To give effect to this clause, but subject to the *Annual Holidays Act, 1944* an Employee may elect with the consent of the Employer, to take annual leave not exceeding five days in any calendar year at a time or times agreed by the Employee and the Employer.
- 22.2 Access to annual leave, as prescribed in paragraph 22.1 above, shall be exclusive of any shutdown period provided for in the *Annual Holidays Act, 1944*.
- 22.3 An Employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

23. Annual Leave Loading

- 23.1 In this clause the *Annual Holidays Act, 1944* is referred to as "the Act".
- 23.2 Before an Employee is given and takes an annual holiday, or, where by agreement between the Employer and the Employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the Employer shall pay the Employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an Employee takes an annual holiday wholly or partly in advance see subclause 23.6 of this clause).
- 23.3 The loading is payable in addition to the pay for the period of holiday given and taken and due to the Employee under the Act and this Agreement.
- 23.4 The loading is to be calculated in relation to any period of annual holiday to which the Employee becomes entitled under the Act and this Agreement, or where such a holiday is given and taken in separate periods, then in relation to each separate period. (NOTE: See subclause 23.6 of this clause as to holidays taken wholly or partly in advance).
- 23.5 The loading is the amount payable for the period or separate period, as the case may be, stated in subclause 23.4 of this clause at the rate of 17½ per cent of the appropriate ordinary weekly time rate of pay prescribed by this Agreement for the classification in which the Employee was employed immediately before commencing their annual holiday, but shall not include allowances contained in Clause 31 - Wages and Clause 32 - Exhumations and Vault Transfers of this Agreement, or penalty rates, overtime or any other payments prescribed by this Agreement.
- 23.6 No loading is payable to an Employee who takes an annual holiday wholly or partly in advance; provided that if the employment of such an Employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause 23.5 this clause applying the award rates of wages payable on that day, this subclause applies where an annual holiday has been taken wholly or partly in advance.
 - 23.6.1 Where the employment of an Employee is terminated by the Employer, for a cause other than misconduct, and at the time of the termination the Employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled, he/she shall be paid a loading calculated in accordance with subclause 23.4 of this clause for the period not taken.
 - 23.6.2 Except as provided by paragraph 23.6.1 of this subclause, no loading is payable on the termination of an Employee's employment.

24. Long Service Leave

See *Long Service Leave Act, 1955*.

25. Bereavement Leave

- 25.1 On the death of the spouse, father, mother, child (including stepchild), brother or sister, a weekly Employee shall be entitled to Bereavement Leave, without deduction of pay, up to and including the day of the Funeral for a period not exceeding the number of ordinary hours usually worked by the Employee in three (3) ordinary working days.
- 25.2 In all cases, proof of death shall be furnished by the Employee to the satisfaction of the Employer.
- 25.3 This clause shall have no operation during any time when the period of leave referred to herein coincides with any other period of leave entitlement of the Employee as contained in this Agreement.

26. Parental Leave

See *Industrial Relations Act, 1996*.

27. Personal Carer's Leave

27.1 Use of Sick Leave

27.1.1 An employee other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 27.1.3.2 of paragraph 27.1.3, who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in Clause 13 - Sick Leave for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

27.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person.

In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

27.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

27.1.3.1 the employee being responsible for the care of the person concerned; and

27.1.3.2 the person concerned being:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

(e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

1. "relative" means a person related by blood, marriage or affinity;
2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
3. "household" means a family group living in the same domestic dwelling.

27.1.4 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that persons relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

27.2 Unpaid Leave for Family Purpose

27.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph 27.1.3.2 of paragraph (c) of subclause 27.1 who is ill.

27.3 Annual Leave

27.3.1 An employee may elect with the consent of the employer, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

27.3.2 Access to annual leave, as prescribed in paragraph 27.3.1 of this subclause above, shall be exclusive of any shutdown period provided for elsewhere under this agreement.

27.3.3 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

27.4 Time Off in Lieu of Payment for Overtime

27.4.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

27.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

27.4.3 If, having elected to take time as leave in accordance with paragraph 27.4.1 of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

27.4.4 Where no election is made in accordance with the said paragraph 27.4.1, the employee shall be paid overtime rates in accordance with this agreement.

27.5 Make-Up Time

27.5.1 An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the agreement, at the ordinary rate of pay.

27.5.2 An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

27.6 Recreational Days Off

27.6.1 An employee may elect, with the consent of the employer, to take a recreational day off at any time.

27.6.2 An employee may elect, with the consent of the employer, to take recreational days off in part day amounts.

27.6.3 An employee may elect, with the consent of the employer, to accrue some or all recreational days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

27.6.4 This subclause is subject to the employer informing the union which is both party to the agreement and which has members employed at the cemetery of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

28. Uniforms

28.1 All Employees covered by this Agreement undertake to launder and wear at all times, the appropriate uniform supplied by the Employer which includes shirts (long sleeves) trousers, jumper, hat and sunglasses.

28.2 Employees required to work in the rain shall be provided with suitable rain wear by the Employer.

28.3 Employees required to carry out any work where water is underfoot shall be provided with suitable rubber foot wear.

28.4 The laundering and general maintenance of uniforms shall be the responsibility of the Employee and shall take place in the Employees own time and such maintenance shall include but not limited to the washing and ironing of such uniforms. 28.5 Any time spent laundering the appropriate uniform shall be included in the rest pause described in Clause 15 or the meal break described in Clause 16 of this Agreement or outside the normal working hours.

28.5 All articles of clothing referred to in this clause shall remain the property of the Employer and shall only be replaced by the Employer where the condition of such clothing is no longer serviceable in the Employer's opinion and provided that such wear and tear has not been the result of abuse or neglect by the Employee.

28.6 No Employee shall be entitled to a replacement of any of the above articles of clothing unless the Employee returns the corresponding article issued to them or if the article is lost or misplaced by the Employee to whom it was issued, they shall pay a reasonable price for the article.

29. Safety Equipment

29.1 Where required by the Employer, all Employees covered by this Agreement undertake to wear at all times, the equipment supplied by the Employer such as steel cap boots, ear and eye protection, gloves, hats, dust and/or poison mask, back supports and suitable protective clothing when spraying chemicals.

29.2 The articles referred to in 29.1 above shall remain the property of the Employer and where applicable shall only be replaced by the Employer where the condition of such clothing is no longer serviceable in the Employer's opinion and provided that such wear and tear has not been the result of abuse or neglect by the Employee.

30. Washing Facilities

The Employer shall provide suitable showers and wash basins with a supply of hot and cold water, detergent and paper towels, also facilities for drying wet clothes. Each full-time Employee shall be provided with a full length locker (with key) in which to keep his/her clothes and personal items.

31. Wages

31.1 Rates of Pay

	Current Rate \$	From Date of Approval by the Commission \$	12 Months After Date of Approval by the Commission \$	24 Months After Date of Approval by the Commission \$
Level 1	520.00	545.00	570.00	595.00
Level 2	555.00	580.00	605.00	630.00
Level 3	590.00	615.00	645.00	675.00
Level 4	625.00	655.00	690.00	725.00
Level 5	655.00	690.00	730.00	770.00

31.2 Junior Rates

31.2.1 The minimum weekly rates of pay to be paid to juniors shall be the following percentages of the minimum rate of pay for the appropriate classification as set out in subclause 31.1 of this clause:

	Percentage
	%
16 years and under 17 years	50
17 years and under 18 years	60
18 years and under 19 years	70
19 years and under 20 years	90
20 years and over	100

31.3 First-Aid

It is recognised that the rate of pay for employees at Levels 3, 4 and/or 5 includes an amount in recognition of an employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St. John Ambulance or similar body.

31.4 Service Allowance

31.4.1 All Employees after five years' continuous service with the Employer shall, in addition to the rates of pay set out in subclause 31.1 - Rates of Pay of this Agreement shall receive a service allowance as follows:

	Per centum
	%
5 years and under 10 years of service	2.5
10 years and under 15 years of service	5
15 years service or more	7.5

31.4.2 Payment due under this clause shall be made on the usual pay day, when other payments under this Agreement are made.

31.5 During the currency of this Agreement any State Wage Case decision increases to the Parent Award shall be absorbed into the rates of pay and allowances prescribed by this clause.

31.6 The rates of pay contained in subclause 31.1 shall comprehend any allowance(s) contained in the parent award, provided that such rates of pay shall not comprehend allowances or other payments provided elsewhere in this Agreement.

32. Classification Structure

32.1 General

The minimum rate of pay per week of any classification shall, subject to the other provisions of the Award and this Enterprise Agreement, be the rates set out in the Enterprise Agreement and in accordance with the following classification levels:

32.2 Levels

32.2.2 Level 1

a Level 1 position is one where the employee may have little or no relevant training or experience; and

for a major part of the time performs duties involving application of standard procedures which require the use of limited discretion; and

works under direct supervision, either individually or in a team environment, to a level of training held by the individual; and

where appropriate will undergo training to enable the employee to progress to a suitable position at level 2 upon attainment of the requisite skills.

Without limiting the foregoing a Level 1 employee may be required to perform the following indicative duties:

undertakes trimming edges, laying turf, pruning, mowing lawns, sowing, planting, weeding, spreading fertilizer, clearing shrubs and trimming hedges; and

sweep and clean areas, gutters and drains; and

uses and performs routine maintenance on hand-tools, and equipment; and

when required, assists in the preparation arrangements for burials, attends funeral services at pre-prepared graves; and

performs garbage service/cleans machinery and equipment as instructed;

holds a current drivers licence and may be required to obtain learner's permit to operate machinery

32.2.3 Level 2

A Level 2 position is one where the employee:

undertakes for a substantial part of the time routine or repetitive duties involving the application of clearly prescribed standard procedures requiring the use of some discretion; and

works under routine supervision, either individually or as a member of a team, to a level of training held by the individual;

Without limiting the foregoing a Level 2 employee may be required to perform the following indicative duties in addition to a Level 1 employee:

operates grave equipment which may include setting up tents, boards, lowering and rising devices, and all preparation arrangements for burials and exhumations and perform interments;

prepare new grave sites for turf and maintain grave areas;

prepare and close crypts, perform interments;

carry out exhumations on a voluntary basis;

participate in in-house training for the relevant skills of this level;
where appropriate will undergo additional technical training to enable the employee to progress to a suitable position at Level 3 upon attainment of the requisite skills;

demonstrated experience in landscaping, and/or cemetery maintenance and/or equivalent activities.

Carries out grave digging or backfilling by hand or with machinery (back-hoe or excavator permit or licence to operate), under routine supervision;
placement of cremated remains;

ability to communicate effectively with families, Funeral Directors and Clergy;

applied knowledge of a Grave Safe and O.H. & S Course.

32.2.4 Level 3

A Level 3 position is one where the employee:

undertakes duties which involve initiative and decision making to a level of training held by the individual; and

has responsibility for the quality of their own work subject to routine supervision;

assists in the training of employees at lower levels.

Without limiting the foregoing a Level 3 employee may be required to perform the following indicative duties in addition to those duties performed at a lower level:

able to identify a grave location for a burial or maintenance;

demonstrated experience in grave digging, being able to dig and prepare, back fill and clean up a burial site without supervision;

carry out burials correctly as required;

carry out exhumations on a voluntary basis;

undertake vault transfers and prepare vaults for interments;

has an understanding of plant selection, planting, general landscape maintenance and pruning techniques and can carry out these tasks with minimal supervision;

may perform administrative tasks in relation to inventory control and ordering and receiving equipment and goods;

hold a current Certificate or licence for machinery relevant to the position;

hold a First-Aid Certificate (2 day Course);

32.2.5 Level 4

A Level 4 position is one where the employee:

works under very minimal supervision to a level of training held by the individual and;

plans their own work and other work schedules as approved by the employer; and

assists in the training and supervision of employees at lower levels; and

is competent in technical areas as required for the position; and

assures the quality of their own work and understands the employer's quality control techniques.

Without limiting the foregoing a Level 4 employee may be required to perform the following indicative duties in addition to those duties performed at a lower level:

to repair and maintain gravesites;
undertake detailed maintenance of plant, machinery and equipment;

maintain register on all part listing maintenance carried out;

possess the ability to be able to read and follow plans. Be able to do so unsupervised and complete tasks in a reliable time frame;

herbicides and pesticides mixing and spraying;

licences for all machinery used on the site and a competent operator of each piece of machinery;

capable of following landscape plans with the ability to construct off the plans;

perform multiple duties on a day to day basis;

perform multiple tasks on a day to day basis;

Demonstrated extensive experience in landscaping, cemetery duties, Mechanical or associated activities. May have completed one or more of the following courses of equivalent; Train the Trainer/Time Management/Communications Skills Courses, Horticulture - Parks and Gardens or relevant technical training to the duties of the position

32.2.6 Level 5

A Level 5 position is one where the employee:

exercises substantial responsibility and initiative in judgment with a detailed knowledge of workplace procedures and of the employer's business; and

has responsibility for employees in one or more sections of the cemetery; and

is required to have undertaken and completed post-secondary training provided by an accredited training provider relevant to the duties required by the employer for this level, or has engaged in extensive equivalent in-service training, or has significant and substantial technical and procedural knowledge which is required by the employer to be equivalent to the required post-secondary training;

has developed people management skills to enhance performance and results;

Without limiting the foregoing, a Level 5 employee may be required to perform the following indicative duties in addition to those duties performed at lower levels:

inspect monuments and check against specification plans;

design and construct gardens utilising soft and hard landscaping materials;

supervision, training and co-ordination of staff, responsibility for their sufficient allocation and control;

prepare and plan material requirements in conjunction with Operations Manager;

accountable to the Operations Manager to ensure that all staff are gainfully allocated to duties; discuss and resolve in conjunction with the Operations Manager any on-site problems that may be encountered with clients of the cemetery which may include members of the public, funeral directors and contractors;

ensure high standard of customer service.

Substantial experience in the landscaping, horticultural, mechanical and/or associated cemetery activities.

32.3 Appointment

An employee shall be appointed initially to the appropriate level, as determined by the employee's skill and the duties required to be performed in the position.

32.4 Progression

For an employee to progress to a higher level they may be required, in the course of employment, to undertake the duties and use the skills and qualifications of the higher level.

Progression to a higher level shall take place after demonstrating attainment of the requisite skills for that level and also proven consistent application of these skills for a period of 3 months. Payment for the

higher level will occur on the first fully pay period on or after approval for progression has been granted by the employer.

33. Exhumations and Vault Transfers

33.1 Exhumation - shall mean the removal of Human Remains from a grave filled with soil.

The Allowance payable - \$400.00 per Employee per body exhumed.

33.2 Vault Transfer - shall mean the removal of Human Remains from a Vault, Crypt or Tomb to another Vault, Crypt or Tomb.

The Allowance payable - \$70.00 per Employee per body transferred.

- 33.3
1. Voluntary basis only.
 2. Employee to be in a general state of good health.
 3. Employee to be inoculated.
 4. Strict observation by Employees of any guidelines as set down by the Department of Health, (Plan of Management).
 5. Counselling to made available for all Employees.
 6. Not less than (4) Employees to be engaged on any Exhumation where the Remains have been buried for a period of fifteen (15) days and less than seven (7) years.
 7. Not less than three (3) Employees to be engaged on any other Exhumation.
 8. For the Exhumation of infants and children the following shall apply:

where the child is under five (5) years of age irrespective of the time buried, two (2) Employees to be engaged only.
 9. All Employees engaged on any Exhumation shall fully participate in the removal of the Human Remains from the grave, including entering the grave on a rotating basis.
 10. An allowance of three hundred and fifty dollars (\$400.00) per Employee per body exhumed from a grave shall be paid.
 11. Cemetery Employees in carrying out Exhumations shall place all Human Remains into a body bag before handing those Remains over to the Funeral Director.
 12. Cemetery Employees engaged in a Vault Transfer shall be paid sixty dollars (\$70.00) per Employee per body transferred.
 13. Where a Funeral Director is engaged to carry out a Vault Transfer, only one (1) Cemetery Employee shall be required.
 14. Where a Vault Transfer is carried out by Cemetery Employees the following manning levels shall apply:

Where Human Remains are encased in a Lead Liner - not less than six (6) Employees shall be required.

Where Human Remains are encased in a Zinc Liner - not less than four (4) Employees shall be required.

GENERAL

15. Cemetery Employees are permitted to carry out their own Exhumations and Vault Transfers within their own Cemetery grounds.
16. Where a Vault Transfer requires repair work to be carried out, a Funeral Director shall be engaged to carry out such work.

34. Inoculations

An Employee shall during working hours and at the Employer's expense receive from a qualified Medical Practitioner, inoculations as directed necessary for health and safety at work. Such inoculations shall include (but not be limited to) injections for Anti-Tetanus and Hepatitis

35. Quality Commitment and Work Flexibility

- 35.1 Commitment to quality is both a team and an individual responsibility. As such it must be accorded the highest priority if the Trust's aims and the long terms job security of its staff are to be assured.
- 35.2 Employees are committed to supporting the concept of quality improvement and encouraged to continue to identify and introduce their own ideas and suggestions.
- 35.3 Employees covered by this Agreement acknowledge the need to receive additional job skills and subject to the Employer's requirements, undertake to attend training courses as required by the Employer.
- 35.4 It is recognised that a flexible approach towards work arrangements is necessary to enable us to provide a high level of customer service and to give each Employee a broad exposure to new skills and different types of work.
- 35.5 The aim of ensuring this commitment to quality is to have a workforce which sees continuing employment on a permanent basis and as an essential component of a long term career at the Anglican and General Cemetery.
- 35.6 It is agreed that Employees will be required to perform duties other than those contained in their classification descriptions in accordance with this clause.

36. No Extra Claims

The parties to this Agreement agree that, for the life of this Agreement, there shall be no further claims made.

37. Redundancy

- 37.1 Application
 - 37.1.1 This clause shall apply in respect of full-time and part-time Employees employed in the classifications specified in this Agreement; and
 - 37.1.2.1 In respect to the Employer if it employs more than 15 Employees immediately prior to the termination of employment of Employees.
 - 37.1.3 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to Employees with less than one year's continuous service and the general obligation on the Employer shall be no more than to give such Employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the Employees of suitable alternative employment.

37.1.4 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual Employees, apprentices or Employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

37.2 Introduction of Change

37.2.1 Employer's duty to notify

37.2.1.1 where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer shall notify the Employees who may be affected by the proposed changes and the union to which they belong.

37.2.1.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.

Provided that where the Agreement specified in paragraph 37.1.1 makes provision for the alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

37.2.2 Employer's duty to discuss change

37.2.2.1 The Employer shall discuss with the Employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause 37.2.1 above, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees, and shall give prompt consideration to matters raised by the Employees and/or the union in relation to the changes.

37.2.2.2 The discussion shall commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in subclause 37.2.1 above.

37.2.2.3 For the purpose of such discussions, the Employer shall provide to the Employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees, provided that the Employer shall not be required to disclose confidential information, the disclosure of which would adversely affect the Employer.

37.3 Redundancy

37.3.1 Discussions before terminations

37.3.1.1 Where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing, done by anyone pursuant to paragraph 37.2.1.1 and that decision may lead to the termination of employment, the Employer shall hold discussions with the Employees directly affected and with the union to which they belong.

37.3.1.2 The discussions shall take place as soon as is practicable after the Employer has made a definite decision which will invoke the provision of paragraph 37.3.1.1 of this

subclause and shall cover, inter alia, any reasons for the proposed terminations and measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the Employees concerned.

37.3.1.3 For the purpose of the discussion the Employer shall, as soon as practicable, provide to the Employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, and the number of Employees normally employed and the period over which the terminations are likely to be carried out.

Provided that any Employer shall not be required to disclose confidential information, the disclosure of which would adversely affect the Employer.

37.4 Termination of Employment

37.4.1 Notice for Changes in production, programme, organisation or Structure

37.4.1.1 This subclause sets out the notice provisions to be applied to terminations by the Employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with paragraph 37.2.1.1 of this Agreement.

37.4.1.2 In order to terminate the employment of an Employee the Employer shall give to the Employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

37.4.1.3 In addition to the notice above, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.

37.4.1.4 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

37.4.2 Notice for Technological Change

This subclause sets out the notice to be applied to terminations by the Employer for reasons arising from "technology" in accordance with paragraph 37.2.1.1 of this Agreement:

37.4.2.1 In order to terminate the employment of an Employee the Employer shall give to the Employee 3 months notice of termination.

37.4.2.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

37.4.2.3 The period of notice required by this subclause to be given shall be deemed to be service with the Employer for the purposes of the *Long Service Leave Act, 1955*, the *Annual Holidays Act, 1944*, or any Act amending or replacing either of these Acts.

37.4.3 Time off during the notice period

37.4.3.1 During the period of notice of termination given by the Employer, an Employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

37.4.3.2 If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or the Employee shall not receive payment for the time absent.

37.4.4 Employee leaving during the notice period

If the employment of an Employee is terminated (other than for misconduct) before the notice period expires, the Employee shall be entitled to the same benefits and payments under this clause had the Employee remained with the Employer until the expiry of such notice, provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

37.4.5 Statement of employment

The Employer shall, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee a written statement specifying the period of the Employee's employment and the classification of or the type of work performed by the Employee.

37.4.6 Notice to Centrelink

Where a decision has been made to terminate Employees, the Employer shall notify the Centrelink thereof as soon as possible giving relevant information including the number of categories of the Employees likely to be affected and the period over which the terminations are intended to be carried out.

37.4.7 Department of Social Security Employment Separation Certificate

The Employer shall, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee an "Employment Separation Certificate" in the form required by the Department of Social Security.

37.4.8 Transfer to lower paid duties

Where an Employee is transferred to lower duties for reasons set out in subclause 37.2.1 of this Agreement, the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment has been terminated, and the Employer may at the Employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

37.5 Severance Pay

37.5.1 Where an Employee is to be terminated pursuant to paragraph 37.4 of this clause, subject to further order of the Industrial Relations Commission, the Employer shall pay the following severance pay in respect of a continuous period of service:

37.5.1.1 If an Employee is under 45 years of age, the Employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

37.5.1.2 Where an Employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

37.5.1.3 "Weeks pay" means the ordinary time gross all purpose rate of pay for the Employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments and the leading hand allowance paid in accordance with Clause 31 of this Agreement.

37.5.2 Incapacity to pay

Subject to an application by the Employer and further order of the Industrial Relations Commission, an Employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph 37.5.1 above.

The Industrial Relations Commission shall have regard to such financial and other resources of the Employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in paragraph 37.5.1 above will have on the Employer.

37.5.3 Alternative employment

Subject to an application by the Employer and further order of the Industrial Relations Commission, an Employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph 37.5.1 above if the Employer obtains acceptable alternative employment for an Employee.

38. Disputes Procedure

The procedure for the resolution of industrial disputation will be in accordance with Section 185 of the Act. These procedural steps are:

38.1 Procedures Relating to Grievances of Individual Employees

38.1.1 The Employee is required to notify (in writing or otherwise) the Employer as to the substance of the grievance, request a meeting with the Employer for bilateral discussions and state the remedy sought.

38.1.2 A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

38.1.3 Reasonable time limits must be allowed for discussion at each level of authority.

38.1.4 At the conclusion of the discussion, the Employer must provide a response to the Employee's grievance, if the matter has not been resolved including reasons for not implementing any proposed remedy.

38.1.5 While a procedure is being followed, normal work must continue.

38.2 Procedure for a Dispute Between the Employer and the Employees

38.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

38.2.2 Reasonable time levels must be allowed for discussion at each level of authority.

38.2.3 While a procedure is being followed, normal work must continue.

38.2.4 The Employer may be represented by an industrial organisation of Employers and the Employees may be represented by an industrial organisation of Employees for the purposes of each procedure.

39. Signatories

Signed for and on behalf of the Anglican and General Cemetery Necropolis, Rookwood

Name:

Title:

Signature:

Date:

Witnessed By:

Name:

Title:

Signature:

Date:

Signed by the Employees of the Anglican and General Cemetery Necropolis, Rookwood

Daniel Alder
Date

Shane Cameron
Date

Hugo Mardones
Date

Ian Julius:
Date

Grant Skinner:
Date

Jonathon Steward:
Date